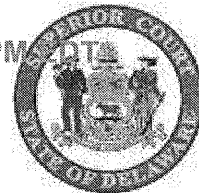


# EXHIBIT 7

EFiled: May 14 2010 4:14PM  
Transaction ID 31124476  
Case No. N10C-05-123 PLA



**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY**

WILMINGTON TRUST COMPANY,  
a Delaware Corporation,

Plaintiff,

vs.

BALLARD BUILDERS. LLC, DENNIS B.  
BALLARD and MICHAEL J.  
BANDURSKI,

Defendants.

C.A. No. \_\_\_\_\_

COMPLAINT ALLEGATIONS MUST BE  
ANSWERED BY AFFIDAVIT PURSUANT  
TO 10 Del. C. §3901

**COMPLAINT**

Plaintiff Wilmington Trust Company ("Wilmington Trust" or "Plaintiff"), by and through its attorneys, McCarter & English LLP, sues the defendants Ballard Builders LLC, Dennis B. Ballard, and Michael J. Bandurski, and for its Complaint alleges:

1. Wilmington Trust Company (the "Bank") is a Delaware corporation having an office located at 1100 North Market Street, Wilmington, Delaware 19890.
2. Ballard Builders LLC is a Delaware limited liability company and may be served at 101 South Basset Street, Smyrna, DE 19938.
3. Dennis B. Ballard, ("Ballard") is an adult individual with a mailing address of 415 South Carter Street, Smyrna, DE 19977.
4. Michael J. Bandurski, ("Bandurski") is an adult individual with a mailing address at 578 Smyrna Landing Road, Smyrna, DE 19977

5. On July 20, 2004 Ballard Builders, LLC executed and delivered to the Bank a promissory note in the principal amount of \$100,000 ("Note"). A true and correct copy of Note is attached hereto as Exhibit A. (the "Note").

6. In conjunction with the execution of the Note, Ballard and Bandurski executed and delivered to the Bank Commercial Guaranties (the "Guaranties") which obligate Ballard and Bandurski to pay all amounts owed by Ballard Builders, LLC to the Bank. True and correct copies of the Guaranties are attached hereto as Exhibit B.

7. Subsequent to the execution of the Note and Guaranties, Ballard Builders executed and delivered to the Bank a Change in Terms Agreement. A true and correct copy of the Change in Terms Agreement is attached hereto as Exhibit C.

8. Defendants thereafter defaulted on their payment obligations and the Bank demanded payment in full of all amounts due under the loan documents. Payment has not been made.

9. Ballard Builders is indebted to the Bank under the Note and change in Terms Agreement, Ballard and Bandurski are indebted to the Bank under the Guaranties.

10. The amount due and owing the Bank is the principal sum of \$39,793.07, past due interest through May 10, 2010 in the amount of \$310.78, late fees in the amount of \$342.11, and interest on the outstanding principal balance calculated at the *per diem* rate of \$6.079 beginning May 11, 2010 until the Note is paid in full together with reasonable attorneys' fees and costs.

WHEREFORE, Wilmington Trust Company demands that judgment be entered against the defendants, jointly and severally, as follows:

**THE NOTE**

(against all defendants, jointly and severally):

- (i) Principal in the amount of **\$39,793.07**;
- (ii) Past due interest through May 10, 2010 in the amount of **\$310.78**;
- (iii) Late fees in the amount of **\$342.11**;
- (iv) Accrued interest on the outstanding principal balance at a *per diem* rate of **\$6.079** beginning May 11, 2010, until the Note is paid in full;
- (v) Reasonable Attorneys' fees and costs in an amount to be determined;
- (vi) Such other and further relief as is just.

McCARTER & ENGLISH, LLP

/s/ David A. White

David A. White (DE #2644)

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*Attorneys for Plaintiff*

*Wilmington Trust Company*

Dated: May 14, 2010